

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

TEXAS CAPITAL BANK, N.A.

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Plaintiff,

VS.

Case No. 4:13cv625

DALLAS ROADSTER, LTD., ET AL.

Defendants.

**MEMORANDUM ADOPTING REPORTS AND
RECOMMENDATIONS OF THE UNITED STATES MAGISTRATE JUDGE**

Came on for consideration the reports of the United States Magistrate Judge in this action, this matter having been heretofore referred to the United States Magistrate Judge pursuant to 28 U.S.C. § 636. On January 13, 2015, the report of the Magistrate Judge was entered containing proposed findings of fact and recommendations that Dallas Roadster, Ltd.'s Motion to Reconsider and Rescind Receivership Order (Dkt. 72) be DENIED. On March 4, 2015, the report of the Magistrate Judge was entered containing proposed findings of fact and recommendations that Defendant/Counter-Plaintiff Dallas Roadster, Ltd.'s Motion for Partial Summary Judgment (Dkt. 101) be DENIED in its entirety; that Plaintiff Texas Capital Bank's ("TCB") Motion for Summary Judgment on All Claims and Counterclaims (Dkt. 104) be GRANTED as to all claims except TCB's breach of contract claim and Dallas Roadster, Ltd. and IEDA Enterprise, Inc.'s (collectively "DR") breach of contract counterclaim and DENIED as to the breach of contract claims; that Khobahy and Hafezamini should take nothing by their counterclaims and those claims should be dismissed with

prejudice; that DR should take nothing by the counterclaims of fraud, negligent misrepresentation, wrongful receivership, and the claim seeking a declaration of common law partnership or its equivalent and those claims should be dismissed with prejudice. The Magistrate Judge further recommended that Plaintiff Texas Capital Bank's Motion No. 1 to Dismiss First Amended Counterclaims of Dallas Roadster, Ltd. (Dkt. 44), Plaintiff Texas Capital Bank's Motion No. 2 to Dismiss First Amended Counterclaims of Bahman Khobahy (Dkt. 46), and Plaintiff Texas Capital Bank's Motion No. 3 to Dismiss First Amended Counterclaims of Bahman Hafezamini (Dkt. 47) should otherwise be DENIED as MOOT.

The court has made a *de novo* review of the objections raised to the reports along with any responses thereto (*see* Dkts. 169, 171, 174, 175, 176, 177, 179 & 180), and is of the opinion that the findings and conclusions of the Magistrate Judge are correct and the objections are without merit as to the ultimate findings of the Magistrate Judge. The court hereby adopts the findings and conclusions of the Magistrate Judge as the findings and conclusions of this court.

Therefore, **IT IS ORDERED** as follows:

Plaintiff Texas Capital Bank's Motion No. 1 to Dismiss First Amended Counterclaims of Dallas Roadster, Ltd. (**Dkt. 44**) is **DENIED as MOOT**;

Plaintiff Texas Capital Bank's Motion No. 2 to Dismiss First Amended Counterclaims of Bahman Khobahy (**Dkt. 46**) is **DENIED as MOOT**;

Plaintiff Texas Capital Bank's Motion No. 3 to Dismiss First Amended Counterclaims of Bahman Hafezamini (**Dkt. 47**) is **DENIED as MOOT**;

Dallas Roadster, Ltd.'s Motion to Reconsider and Rescind Receivership Order (**Dkt. 72**) is **DENIED**;

Defendant/Counter-Plaintiff Dallas Roadster, Ltd.'s Motion for Partial Summary Judgment (**Dkt. 101**) is **DENIED**; and

Plaintiff Texas Capital Bank's Motion for Summary Judgment on All Claims and Counterclaims (**Dkt. 104**) is **GRANTED** as to all claims except TCB's breach of contract claim and DR's breach of contract counterclaim as to which the motion is **DENIED**.

Khobahy and Hafezamini shall take nothing by their counterclaims, and those claims are dismissed with prejudice. DR shall take nothing by its counterclaims of fraud, negligent misrepresentation, wrongful receivership, and the claim seeking a declaration of common law partnership or its equivalent and those claims are dismissed with prejudice.

As recommended by the Magistrate Judge, the only claims remaining are TCB's breach of contract claim against DR and DR's breach of contract claim against TCB and any applicable claims for attorney's fees.

IT IS SO ORDERED.

SIGNED this the 30th day of March, 2015.



RICHARD A. SCHELL
UNITED STATES DISTRICT JUDGE